



EXHIBIT 14

BLUE FORCE TECHNOLOGIES INC. TRANSITION DATA DELIVERY AGREEMENT

TRANSITION DATA DELIVERY AGREEMENT made this 31st day of December, 2021 by and between BLUE FORCE TECHNOLOGIES INC., a North Carolina corporation (the "**Company**"), and SCOUT AEROSPACE LLC, a North Carolina limited liability company (the "**Contractor**").

Contractor has historically provided services to the Company ("**Services**") and the Company has requested certain files related to work done by Contractor in the past for the Company. This Agreement addresses the delivery of such information to the Company by Contractor.

NOW THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Provision of Files. Contractor will in good faith undertake diligent commercially reasonable efforts to deliver electronic files to the Company for which Contractor has a legal obligation to deliver to the Company ("**Files**") on or before January 7, 2022 provided that Files that relate to 1662 Matter ("**Virgin Galactic Files**") will be delivered on or before January 3, 2022, and sooner to the extent practical. All Files will be delivered "as is". All Files will be delivered by Contractor to the Company in the form of identical copies on two (2) hard disks provided that all Virgin Galactic Files will be delivered by electronic transfer to a location provided by the Company.

2. Liability of Parties. With respect to the Services and the Files, Contractor, its owner and affiliates shall not be liable to the Company for errors of judgment or for any conduct other than misconduct, negligence, bad faith or fraud in respect of its obligations and duties under the terms of this Agreement. With respect to the Services and the Files, the Company shall not be liable to Contractor for any conduct other than misconduct, negligence, bad faith or fraud in respect of its obligations and duties under the terms of this Agreement.

3. No Warranty. CONTRACTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, COMPLETENESS, OR CORRECTNESS, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, THE SERVICES, FILES, REPORTS, ANALYSES, DOCUMENTS, MEMORANDA, SOFTWARE OR OTHER MATTER PRODUCED OR PROVIDED UNDER THIS AGREEMENT.

4. Limitations of Liability. Notwithstanding any provision of this Agreement to the contrary, the Company agrees that regardless of the form of any claim, with respect to the Services and the Files, IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL CONTRACTOR OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE PERFORMANCE OF THIS AGREEMENT OR THE SERVICES ON BEHALF OF CONTRACTOR, INCLUDING ITS EMPLOYEES, OWNERS, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM THE PERFORMANCE OF THIS AGREEMENT, THE FILES, OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF CONTRACTOR HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF PROFITS

OR BUSINESS OPPORTUNITIES, LOSS OF USE OF SOFTWARE, LOSS OF DATA, COST OF RECREATING DATA, LOSS DUE TO INTRODUCTION OF COMPUTER VIRUSES, COST OF CAPITAL, LOSSES CAUSED BY DELAY, OR LOSSES FROM INTERRUPTION, TERMINATION, OR FAILED INITIATION OF THIRD-PARTY TELECOMMUNICATION OR INFORMATION SERVICES.

5. Retention. Contractor may retain an archival copy of Files delivered with the exception that the files related to the Matter 3936/9936 (the “**Red Air Files**”) will be deleted by Contractor. Contractor shall retain a copy of all Files related to the matter of Blue Force Technologies Inc. v Beta Technologies, Inc., No. 1:21-CV-422-CCE-JLW in the United States District Court for the Middle District of North Carolina. To the extent applicable, Contractor’s archival copies of the Red Air Files shall be held in compliance with Defense Federal Acquisition Regulation Supplement (DFARS), Assessing Contractor Implementation of Cybersecurity Requirements (DFARS Case 2019-D041), 85 Fed. Reg. 61,505 (September 29, 2020), including protecting Federal Contract Information (FCI) and Controlled Unclassified Information (CUI) on contractor information systems or networks which are based on The National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 DoD Assessment Methodology and The Cybersecurity Maturity Model Certification (CMMC) framework. CUI includes all aerospace technology, ITAR and EAR data.

6. Defective Files. For a period of one (1) year following the date hereof, as provided below, if any of the Files does not function after having been received by the Company, Contractor will provide a replacement copy to the Company as soon as is reasonably practical upon request. In addition, during this one (1) year period, subject to the understanding of the parties that the Files are delivered “as is” with no warranty of any kind, if the File was a file created by Contractor and for some reason does not open or function when executed by the Company, Contractor will in good faith help the Company to make the File functional without any guarantee that it can be made functional. Contractor has no duty to check the Files for functionality before they are delivered to the Company. The parties understand that many of the files within the Files were not created by Contractor.

7. Confidentiality. As used herein the term “Confidential Information” shall mean information contained within the Files that was received from the Company marked as confidential or proprietary or which otherwise constitutes a trade secret under North Carolina law, provided that, notwithstanding the foregoing “Confidential Information” shall not include: (i) information that is in the public domain, (ii) information publicly known that is generally employed in the aerospace industry at or after the time that Contractor first learns of such information, (iii) knowledge which Contractor would have learned in the course or similar employment or work elsewhere, (iv) Residual Rights as defined below, (v) open source software, and (vi) third party software tools, code, run-time modules, software objects, libraries, programming utilities, computer-aided design and finite modeling software, even if included within the Files. For a period of five (5) years after the date hereof, Contractor shall maintain as confidential and not disclose Confidential Information to third parties, shall not use Confidential or permit any third party to use Confidential Information and shall not transfer any Confidential Information (whether by merger, disposition of assets, reorganization or otherwise), provided that this duty shall not apply if: (a) the receiving party knew the information and held it without restriction as to further disclosure when Contractor disclosed the information; (b) the receiving party developed the information independently or otherwise owned the information; (c) another source other than Contractor lawfully disclosed the information to the receiving party; (d) the information was already in the public domain when Contractor disclosed it to the receiving party, entered the public domain after Contractor disclosed it but through no fault of Contractor, or became generally known, but through no fault of the receiving party; or (e) Contractor or its employees are required to disclose the Confidential information pursuant to a subpoena, litigation discovery request, testimony or court order. As used herein, “Residual Rights” means the right of Contractor, its employees, members and directors to use and employ general skills, know-how, and expertise, and to use, disclose and employ any generalized ideas,

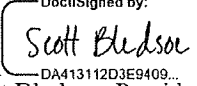
concepts, or skills gained or learned during the course of any assignment. The foregoing duty of confidentiality also applies to the Red Air Files and the retained archived Files.

8. Remedies. Each party to this Agreement retains all remedies it may have in law and in equity with respect to any breach of this Agreement by the other party.

IN WITNESS WHEREOF, Contractor has executed and delivered this Agreement and the Company has executed and delivered this Agreement as of the date first written above.

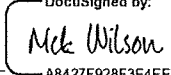
COMPANY:

BLUE FORCE TECHNOLOGIES INC.

By:  _____
DA413112D3E9409...
Scott Bledsoe, President

CONTRACTOR:

SCOUT AEROSPACE LLC

By:  _____
A8427F928F3F4EE...
Nicholas Wilson, President